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14
15 UNITED STATES DISTRICT COURT
16 CENTRAL DISTRICT OF CALIFORNIA
17

18 YVETTE BUTLER,

19 Plaintiff,

20 v.

21 WAL-MART ASSOCIATES, INC., a
Delaware corporation; WALMART
22 INC., a Delaware corporation; and
DOES 1 through 50, inclusive,

23 Defendants.
24

Case No: 5:23-cv-00166-GW(KKx)

STIPULATED PROTECTIVE ORDER

Complaint Filed: January 31, 2023
Trial Date: None Set

25
26 Disclosure and discovery activity in this action are likely to involve production of
27 confidential, proprietary, or private information for which special protection from public
28 disclosure and from use for any purpose other than prosecuting this litigation may be

1 warranted. This Stipulated Protective Order is intended to comply with the California
2 Medical Information Act (“CMIA”) and the Health Insurance Portability and
3 Accountability Act (“HIPAA”), which provides that a qualified protective order may be
4 issued by a court “with respect to protected health information.” (4.45 C.F.R. §
5 164.512(e)(1)(v).)

6 Plaintiff Yvette Butler and Defendants Wal-Mart Associates, Inc. and Walmart Inc.
7 (collectively, the “Parties” and individually a “Party”) assert in support of their request
8 that protection of the identified categories of confidential information as listed in Section
9 2 is necessary because this is an employment law action brought under the California Fair
10 Employment and Housing Act, California Government Code section 12940, et seq. This
11 action is likely to involve medical, psychiatric, personal and/or proprietary information
12 for which special protection from public disclosure and from use for any purpose other
13 than prosecution of this action is warranted. Such confidential and proprietary materials
14 and information consist of, among other things, confidential health information,
15 psychiatric information, personal information, information implicating privacy rights of
16 third parties, proprietary information or materials, and/or information otherwise generally
17 unavailable to the public, or which may be privileged or otherwise protected from
18 disclosure under state or federal statutes, court rules, case decisions, or common law.
19 Accordingly, to expedite the flow of information, to facilitate the prompt resolution of
20 disputes over confidentiality of discovery materials, to adequately protect information the
21 parties are entitled to keep confidential, to ensure that the parties are permitted reasonable
22 necessary uses of such material in preparation for and in the conduct of trial, to address
23 their handling at the end of the litigation, and serve the ends of justice, a protective order
24 for such information is justified in this matter. It is the intent of the parties that information
25 will not be designated as confidential for tactical reasons and that nothing be so designated
26 without a good faith belief that it has been maintained in a confidential, non-public
27 manner, and there is good cause why it should not be part of the public record of this case.

28 ///

1 The Parties acknowledge that this Stipulated Protective Order (“Order”) does not
 2 confer blanket protections on all disclosures or responses to discovery and that the
 3 protection it affords from public disclosure and use extends only to the limited
 4 information or items that are entitled to confidential treatment under the applicable legal
 5 principles. The Parties further acknowledge, as set forth in Paragraph 23, below, that this
 6 Order does not entitle them to file confidential information under seal; Civil Local Rule
 7 79-5 sets forth the procedures that must be followed and the standards that will be applied
 8 when a Party seeks permission from the Court to file material under seal. Accordingly,
 9 the parties have agreed to and have submitted to the Court, and for good cause shown the
 10 Court hereby enters, the following Order:

11 1. This Order shall govern the disclosure of materials designated as
 12 Confidential Material in this litigation. Confidential Material, as used in this Order, shall
 13 refer to any document or item designated as Confidential or Highly Confidential –
 14 Attorneys’ Eyes Only, including but not limited to, documents or items produced during
 15 discovery, all copies thereof, and the information contained in such material. Nothing in
 16 this Order shall require any Party to produce any specific documents or category of
 17 documents which the Party deems inappropriate for production.

18 **Definitions of Confidential Material**

19 2. Confidential Material, as used in this Order, consists of the following
 20 materials and categories of materials, regardless of the medium or manner in which it is
 21 generated, stored, or maintained (including, among other things, testimony, transcripts,
 22 and tangible things), that are produced or generated in disclosures or responses to
 23 discovery in this matter:

24 a. Materials relating to any privileged, confidential, or
 25 nonpublic information, including, but not limited to, trade
 26 secrets, research, design, development, financial, technical,
 27 marketing, planning, personal, or commercial information, as
 28 such terms are used in the Federal Rules of Civil Procedure

1 (Fed. R. Civ.) and any applicable case law interpreting Fed. R.
2 Civ. 26(c)(1)(G); contracts; non-public compilations of retail
3 prices; proprietary information; vendor agreements; personnel
4 files; protected health information; medical and psychiatric
5 records; nonpublic claim/litigation information; and nonpublic
6 policies and procedures shall be deemed Confidential.

7
8 b. Materials containing corporate trade secrets, nonpublic
9 research and development data, including, but not limited to,
10 cost data, pricing formulas, inventory management programs,
11 and other sales or business information not known to the public;
12 information obtained from a non-party pursuant to a non-
13 disclosure agreement; and customer-related Protected Data
14 shall be deemed Highly Confidential – Attorneys’ Eyes Only.

15
16 c. Protected Data shall refer to any information that a party
17 believes in good faith to be subject to federal, state or foreign
18 data protection laws or other privacy obligations. Examples of
19 such data protection laws include but are not limited to The
20 Gramm-Leach-Bliley Act, 15 U.S.C. § 6801 et seq. (financial
21 information); and, The Health Insurance Portability and
22 Accountability Act and the regulations thereunder, 45 CFR Part
23 160 and Subparts A and E of Part 164 (medical information).
24 Certain Protected Data may compel alternative or additional
25 protections beyond those afforded Highly Confidential –
26 Attorneys’ Eyes Only material, in which event the parties shall
27 meet and confer in good faith, and, if unsuccessful, shall move
28 the Court for appropriate relief.

1 The Parties shall not designate as confidential information that is already public
2 knowledge.

3 3. The Parties agree that such Confidential Material as described in paragraph
4 2 should be given the protection of an order of this Court to prevent injury through
5 disclosure to persons other than those persons involved in the prosecution or defense of
6 this litigation.

7 **Procedure for Designating Information as Confidential**

8 4. To designate information as confidential, a Party or non-party that produces
9 Confidential Material (“Producing Party”) shall mark Confidential Material with the
10 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
11 ONLY.” The Producing Party shall submit confidential discovery responses, such as
12 answers to interrogatories or answers to requests for admissions, in a separate document
13 stamped with the appropriate legend designating those responses as Confidential
14 Material. A Party that receives such disclosure or discovery material from a Producing
15 Party (“Receiving Party”) may make copies of Confidential Material and such copies shall
16 become subject to the same protections as the Confidential Material from which those
17 copies were made.

18 a. Information on a disk or other electronic format (e.g., a native
19 format production) may be designated confidential by marking
20 the storage medium itself (or the native file’s title) with the
21 legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
22 ATTORNEYS’ EYES ONLY.” The Receiving Party shall
23 mark any hard-copy printouts and the storage medium of any
24 permissible copies of such electronic material with the
25 corresponding legend contained on the original and such copies
26 shall become subject to the same protections, as the
27 Confidential Material from which those copies were made.
28

1 b. Information disclosed at any deposition of a Party taken in
2 this action may be designated by the Party as confidential by
3 indicating on the record at the deposition that the information is
4 confidential and subject to the provisions of this Order.
5 Alternatively, the Party may designate information disclosed at
6 the deposition as confidential by notifying the court reporter
7 and other parties in writing, within fifteen (15) business days of
8 receipt of the transcript, of the specific pages and lines of the
9 transcript which are designated as confidential. The Parties may
10 agree to a reasonable extension of the 15-business-day period
11 for designation. Designations of transcripts will apply to audio,
12 video, or other recordings of the testimony. During such 15-
13 business-day period, the entire transcript shall receive
14 confidential treatment. Upon such designation, the court
15 reporter and each Party shall affix the “CONFIDENTIAL” or
16 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
17 legend to the designated pages and segregate them as
18 appropriate.

19 5. A Producing Party may change the confidentiality designation of materials
20 it has produced, as follows: (1) The Producing Party must give the Receiving Parties
21 notice of the change by identifying the documents or information at issue. Once notice is
22 given, the Receiving Party must make good-faith efforts to ensure that the documents or
23 information are accorded treatment under the new designation. (2) Within a reasonable
24 period after giving notice, the Producing Party must reproduce the documents or
25 information in a format that contains the new designation. (3) If such information has
26 been disclosed to persons not qualified pursuant to paragraphs 12-13 below, the Party
27 who disclosed such information shall (a) take reasonable efforts to retrieve previously
28 disclosed Confidential Material; (b) advise such persons that the material is Confidential;

1 and (c) give the Producing Party written assurance that steps (a) and (b) have been
2 completed.

3 6. Each Party or non-party that designates information or items for protection
4 under this Order (“Designating Party”) must take care to limit any such designation to
5 specific material that qualifies under the appropriate standards. The Designating Party
6 must designate for protection only those parts of material, documents, items, or oral or
7 written communications that qualify so that other portions of the material, documents,
8 items, or communications for which protection is not warranted are not swept
9 unjustifiably within the ambit of this Order.

10 Mass, indiscriminate, or routinized designations are prohibited. If it comes to a
11 Designating Party’s attention that information or items that it designated for protection
12 do not qualify for protection, that Designating Party must promptly notify all other parties
13 that it is withdrawing the inapplicable designation.

14 **Data Security**

15 6. The Parties agree to provide adequate security to protect data produced by the other
16 parties or by non-parties. This includes secure data storage systems, established security
17 policies, and security training for employees, contractors and experts. Adequate security
18 also includes such measures as data encryption in transit, data encryption at rest, data
19 access controls, and physical security, whether hosted/outsourced to a vendor or on
20 premises. At a minimum, any Receiving Party subject to the terms of this Protective
21 Order, will provide reasonable measures to protect non-client data consistent with the
22 American Bar Association Standing Committee on Ethics and Professional
23 Responsibility, Formal Opinion 477R.

24 **Clawback Provisions**

25 7. The production of privileged or work-product protected documents,
26 electronically stored information (ESI) or information, whether inadvertent or otherwise,
27 is not a waiver of the privilege or protection from discovery in this case or in any other
28 federal or state proceeding.

1 8. This Order shall be interpreted to provide the maximum protection allowed
2 by Federal Rule of Evidence (FRE) 502(d) and shall be enforceable and granted full faith
3 and credit in all other state and federal proceedings by 28 U.S.C. § 1738. In the event of
4 any subsequent conflict of law, the law that is most protective of privilege and work
5 product shall apply.

6 9. Nothing contained herein is intended to or shall serve to limit a Party's right
7 to conduct a review of documents, ESI or information (including metadata) for relevance,
8 responsiveness and/or segregation of privileged and/or protected information before
9 production.

10 10. If a Receiving Party has reason to believe that a produced document or other
11 information may reasonably be subject to a claim of privilege, then the Receiving Party
12 shall immediately sequester the document or information, cease using the document or
13 information and cease using any work product containing the information, and shall
14 inform the producing party of the beginning BATES number of the document or, if no
15 BATES number is available, shall otherwise inform the producing party of the
16 information.

17 11. A Producing Party must give written notice to any Receiving Party asserting
18 a claim of privilege, work-product protection, or other ground for reclaiming documents
19 or information (a "clawback request"). After a clawback request is received, the
20 Receiving Party shall immediately sequester the document (if not already sequestered)
21 and shall not review or use that document, or any work product containing information
22 taken from that document, for any purpose. The obligations of the Receiving Parties are
23 those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). The Parties shall meet and
24 confer regarding any clawback request, and the Party making the clawback request shall
25 initiate the dispute resolution process under Local Rule 37.1, *et seq.*

26 **Who May Receive Confidential and Highly Confidential Information**

27 12. *Confidential Material.* Any Confidential Material and the information
28 contained therein shall be disclosed only to the Court, its staff, in-house counsel and

1 outside counsel of record for each party, and also shall be disclosed on a need-to-know
 2 basis only to the parties, counsel's staff personnel, employees of a party to whom
 3 disclosure is necessary in connection with the preparation for and trial of this action, and
 4 any witnesses in the case (including consulting and testifying experts) as may from time
 5 to time reasonably be necessary in prosecution or defense of this action.

6 13. *Highly Confidential—Attorneys' Eyes Only Material.* Material and
 7 information designated as "Highly Confidential—Attorneys' Eyes Only" shall only be
 8 disclosed to the Court, its staff, in-house and outside counsel of record for each party, the
 9 secretarial, clerical, and paralegal staff of each, and consulting and testifying experts
 10 retained by a party in this action.

11 14. *Restriction on Disclosure to Direct Competitors.* Notwithstanding the
 12 foregoing, Confidential Material shall not be disclosed to any current or former
 13 employees of, or current or former consultants, advisors, or agents of, a direct competitor
 14 of any party named in the litigation. If a Receiving Party is in doubt about whether a
 15 particular entity is a direct competitor of a party named in this lawsuit, then before
 16 disclosing any Confidential Material to a current or former employee, consultant, advisor,
 17 or agent of that entity, the Receiving Party's counsel must confer with counsel for the
 18 Producing Party.

19 15. *Persons Receiving Confidential Information Must Sign Exhibit A.* Counsel
 20 for each Party shall advise all persons to whom Confidential Material is disclosed
 21 pursuant to this Order of the existence of this Order and shall provide all such persons
 22 (other than the Court and its staff) with a copy of this Order. Counsel shall also require
 23 such persons to execute the Affidavit attached as ***Exhibit A***, prior to the disclosure of
 24 Confidential Material.

25 16. *Duties in the Event of Unauthorized Disclosures.* It shall be the obligation
 26 of counsel, upon learning of any unauthorized disclosure or threatened unauthorized
 27 disclosure of Confidential Information, or any other breach or threatened breach of the
 28 provisions of this Order, to promptly notify counsel for the Producing Party. The

notification shall be supplemented with reasonable details of the circumstances of the disclosure in order to permit the Producing Party to understand and take appropriate steps. Each Party and its/her counsel agree to take reasonable and good-faith efforts to contain or limit any breach promptly upon receiving notice of it, and to make reasonable and good-faith attempts to retrieve any unauthorized disclosure of documents or information. This provision does not limit the Producing Party's entitlement to damages resulting from any breach of this Order.

Authorized Uses of Confidential Material

17. Confidential Material shall only be used for the purpose of prosecuting, defending, or attempting to settle the above-captioned lawsuit and may not be used in other lawsuits.

18. Persons having knowledge of Confidential Material and information due to their participation in the conduct of this litigation shall use such knowledge and information only as permitted herein, and shall not disclose such Confidential Material, their contents or any portion or summary thereof to any person(s) not involved in the conduct of this litigation. When the above-captioned lawsuit has been terminated, a Receiving Party must comply with the provisions of paragraph 26 below.

19. If any person or entity having access to the Confidential Material herein shall violate this Order, he/she/it may be subject to sanctions by the Court and may be liable to pay for the damages caused by his/her/its violation.

Challenges to the Designation of Confidential Material

20. Any Party or interested member of the public may move the Court to modify the designation of any documents or information produced in this litigation (either to include additional protection with respect to confidentiality or to remove a confidential designation). Before making such a motion, the Party or an interested member of the public shall first attempt to resolve such dispute with the Producing Party's counsel, by initiating the dispute resolution process under Local Rule 37.1, *et seq.* Pending resolution of any challenges to the designation of documents or information, the material at issue

1 shall continue to be treated as Confidential Material until ordered otherwise by the Court.
 2 The burden shall be on the Party or non-party seeking to modify the designation to show
 3 that the Producing Party's designation is inappropriate. Unless the Producing Party has
 4 waived or withdrawn the confidentiality designation, all Parties shall continue to afford
 5 the material in question the level of protection to which it is entitled under the Producing
 6 Party's designation until the Court rules on the challenge.

7 **Withholding of Information**

8 21. *Non-relevant Attachments.* The Parties will not produce non-relevant
 9 attachments that are attached to relevant emails. When an attachment is withheld, either
 10 for privilege or non-responsiveness, the Producing Party shall produce a one-page TIFF
 11 image (or PDF if production format dictates) in place of the withheld attachment,
 12 correspondingly stating "Attachment Withheld-Privileged" or "Attachment Withheld-
 13 Nonresponsive", and bearing a sequential BATES number within the family BATES
 14 range. The Producing Party shall also include a privilege log that complies with Federal
 15 Rule of Civil Procedure 26(b)(5), to describe the basis for withholding otherwise
 16 discoverable information. If any attachment to an email contains responsive content, then
 17 the cover email shall be produced for context, regardless of the cover email's
 18 responsiveness. The cover email may be redacted in part to remove sensitive information,
 19 as described below.

20 22. *Redactions.* The Parties may redact (1) information that is privileged or
 21 protected from discovery as work product or by reason of any other applicable privilege
 22 or immunity; (2) information subject to non-disclosure obligations imposed by
 23 governmental authorities, law or regulation (*e.g.*, protected personal information); and (3)
 24 sensitive, non-relevant information, including but not limited to personally identifiable
 25 information, trade secrets, or information regarding products, data, or people. Privilege
 26 redactions will state, over the redacted portion, "Redacted-Privileged," and all other
 27 redactions will state, "Redacted-Nonresponsive." Redactions of emails will not redact
 28 the names of recipients or the subject line of the emails, unless the subject line is itself

1 privileged or contains the sensitive information described above, in which case only so
 2 much of the subject line will be redacted as may be needed. The Parties will produce
 3 redacted documents in TIFF format (or searchable PDF if production format dictates; or
 4 in native format for file types that do not convert well to TIFF/PDF, such as Excel files)
 5 with corresponding searchable OCR text and the associated metadata for the document,
 6 ensuring the redacted content is fully protected from disclosure. The Parties shall also
 7 include a privilege log that complies with Federal Rule of Civil Procedure 26(b)(5), to
 8 describe the basis for the redaction of otherwise discoverable information.

9 **Confidential Material In Filings, Hearings, and Trial**

10 23. *Confidential Material in Filings.* Without written permission from the
 11 Producing Party or court order secured after appropriate notice to all interested persons,
 12 a Party may not file Confidential Material in the public record in this action (or in any
 13 other action, such as an appeal). A Party that seeks to file under seal any Confidential
 14 Material must comply with Civil Local Rule 79-5. Confidential Material may only be
 15 filed under seal pursuant to a court order authorizing the sealing of the specific
 16 Confidential Material at issue.

17 24. *Manner of Sealing.* In the event Confidential Materials or portions of
 18 transcripts are sealed as confidential by the Court or as described in paragraph 23 above,
 19 they shall be filed in an envelope bearing the following designation when deposited:

20 **CONFIDENTIAL**

21 IN ACCORDANCE WITH THE PROTECTIVE ORDER OF
 22 THE COURT, THE CONTENTS OF THIS ENVELOPE
 23 SHALL BE TREATED AS CONFIDENTIAL AND MUST
 24 NOT BE SHOWN TO A PERSON OTHER THAN THE
 25 COURT, ATTORNEYS IN THIS CASE, OR TO PERSONS
 26 ASSISTING THOSE ATTORNEYS.

27 If a Party's request to file Protected Material under seal is denied by the court, then the
 28 Receiving Party may file the information in the public record unless otherwise instructed

1 by the court.

2 25. *Confidential Material in Hearings and Trial.* The provisions of this Order
3 shall not affect, and this Order does not limit, the *admissibility* of Confidential Material
4 (or references to that material) as evidence at trial, or during a hearing or similar
5 proceeding in this action. Prior to using Confidential Material or the information
6 contained therein at any hearing that is open to the public, the Party seeking to use the
7 Confidential Material must give at least seven (7) days advance notice to the Producing
8 Party of the intent to use the Confidential Material so that the Producing Party may seek
9 an appropriate Court Order to protect the Confidential Material. Any use of Confidential
10 Material at trial shall be governed by the orders of the trial judge. This Order does not
11 govern the use of Confidential Material at trial.

12 **Continuing Effect of this Order and Duty to Destroy**

13 26. This Order shall continue to be binding throughout and after the conclusion
14 of this litigation, including all appeals. Within thirty (30) days of settlement or final
15 adjudication, including the expiration or exhaustion of all rights to appeal or petitions for
16 extraordinary writs, each Party or non-party to whom any materials were produced shall,
17 without further request or direction from the Producing Party, promptly destroy all
18 documents, items or data received including, but not limited to, copies or summaries
19 thereof, in the possession or control of any expert or employee. This requirement to
20 destroy includes all documents, not only those documents designated as Confidential
21 Material. The Receiving Party shall submit a written certification to the Producing Party
22 by the 30-day deadline that (1) confirms the destruction/deletion of all Confidential
23 Material, including any copies of Confidential Materials provided to persons required to
24 execute Exhibit A (Affidavit), and (2) affirms the Receiving Party has not retained any
25 copies, abstracts, compilations, summaries or any other format reproducing or capturing
26 any of the Confidential Material. Notwithstanding this provision, counsel for the Parties
27 are entitled to retain an archival copy of all filings, including pleadings and motion papers,
28 trial, deposition, and hearing transcripts; legal memoranda, correspondence, deposition

1 and trial exhibits, expert reports, attorney work product, and consultant and expert work
2 product, even if such materials contain Confidential Material. Even after final disposition
3 of this litigation, the confidentiality obligations imposed by this Order shall remain in
4 effect until the Producing Party agrees otherwise in writing or a court order otherwise
5 directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
6 defenses in this Action, with or without prejudice; and (2) final judgment herein after the
7 completion and exhaustion of all appeals, rehearings, remands, trials, or reviews of this
8 Action, including the time limits for filing any motions or applications for extension of
9 time pursuant to applicable law.

10 **Procedure If Confidential Material Is Required to be Produced**

11 27. If any person receiving documents covered by this Order is served with a
12 subpoena, order, interrogatory, or document or civil investigative demand (collectively, a
13 “Demand”) issued in any other action, investigation, or proceeding, and such Demand
14 seeks material that was produced or designated as Confidential Material by someone other
15 than the Receiving Party, the Receiving Party shall give prompt written notice by hand or
16 electronic transmission within five (5) business days of receipt of such Demand to the
17 party or non-party who produced or designated the material as Confidential Material, and
18 shall object to the production of such materials on the grounds of the existence of this
19 Order. Such notification shall include a copy of the Demand. The Receiving Party shall
20 notify in writing the non-party who issued the Demand in the other litigation that some or
21 all of the material covered by the Demand is subject to this Order and include a copy of
22 this Order. At the request of the Party or non-party who produced or designated the
23 material as Confidential Material, the Receiving Party shall refuse to comply with the
24 Demand unless (a) ordered to do so by a court with jurisdiction over the Receiving Party;
25 or (b) released in writing by the party or non-party who designated the material as
26 Confidential Material. The burden of opposing the enforcement of the Demand shall fall
27 upon the Party or non-party who produced or designated the material as Confidential
28 Material, and nothing in these provisions should be construed as authorizing or

1 encouraging a Receiving Party in this Action to disobey a lawful directive from another
2 court. Compliance by the Receiving Party with any order of a court of competent
3 jurisdiction, directing production of any Confidential Material, shall not constitute a
4 violation of this Order.

5 **Application of this Order to Productions by Third Parties**

6 28. This Order may be used by third parties producing documents in connection
7 with this action. Third parties may designate information as Confidential or Highly
8 Confidential – Attorneys’ Eyes Only. Such information produced by third parties in
9 connection with this litigation is protected by the remedies and relief provided by this
10 Order. Nothing in these provisions should be construed as prohibiting a non-party from
11 seeking additional protections.

12 29. If a third party produces (or intends to produce) documents and does not
13 designate (or does not intend to designate) those documents as Confidential Material, then
14 any Party may seek to designate that third party’s documents or categories of documents
15 as Confidential Material. In that case, it will be the burden of the Party seeking protected
16 status to move for a court order designating the materials as Confidential Material after
17 the Parties confer pursuant to the dispute resolution process under Local Rule 37-1, *et*
18 *seq.* The Party seeking protected status shall initiate a prefiling conference as required by
19 Local Rule 37-1.

20 30. In the event additional parties join or intervene in this litigation, the newly
21 joined party(ies) shall not have access to Confidential Material until its/their counsel has
22 executed and, at the request of any party, filed with the Court the agreement of such
23 party(ies) and such counsel to be fully bound by this Order.

24 31. The Parties agree that nothing in this Order shall be deemed to limit the
25 extent to which counsel for the Parties may advise or represent their respective clients,
26 conduct discovery, prepare for trial, present proof at trial, including any document
27 designated Confidential Material as set forth herein, or oppose the production or
28 admissibility of any information or documents which have been requested.

32. This Order shall remain in full force and effect until such time as it is modified, amended, or rescinded by the Court.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

Dated: May 17, 2023

Respectfully submitted,

FISHER & PHILLIPS LLP

By: /s/ Jessica A. Taylor

Jason A. Geller

Juan C. Araneda

Jessica A. Taylor

Attorneys for Defendant

WALMART INC. and WAL-MART

ASSOCIATES, INC.

Dated: May 17, 2023

THE HENNA CHOI LAW FIRM

By: /s/ Henna H. Choi

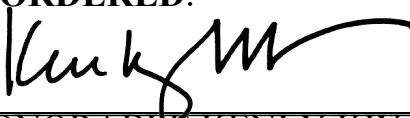
Henna H. Choi

Attorney for Plaintiff

YVETTE BUTLER

FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

DATED: May 17, 2023



HONORABLE KENLY KIYA KATO
United States Magistrate Judge

EXHIBIT A TO ORDER

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

YVETTE BUTLER,
Plaintiff,

v.

WAL-MART ASSOCIATES, INC., a
Delaware corporation; WALMART
INC., a Delaware corporation; and
DOES 1 through 50, inclusive,
Defendants.

Case No: 5:23-cv-00166-GW(KKx)

STIPULATED PROTECTIVE ORDER

Complaint Filed: January 31, 2023
Trial Date: [Date]

AFFIDAVIT OF COMPLIANCE WITH PROTECTIVE ORDER

1. My name is _____. I live at _____.
I am working on behalf (or at the direction and engagement) of
_____.

2. I am aware that a Stipulated Protective Order (“Protective Order” or “Order”) has been entered in the above-captioned lawsuit. A copy of this Protective Order has been given to me, and I have read and understand the provisions of same.

3. I acknowledge that documents and information designated as confidential and/or highly confidential pursuant to such Protective Order (“Confidential Materials”) are being disclosed to me only upon the conditions that I agree (a) to be subject to the jurisdiction of this Court, and (b) to comply with that Order. I hereby agree to comply with and abide by the Order, subject to all penalties prescribed therein, including contempt of Court, for disobedience of the Order. I promise that the documents and information given confidential treatment under the Protective Order entered in this case will be used by me only to assist counsel for the parties in preparing for litigation of the above-captioned

1 matter. I understand that any use of such Confidential Material in any manner contrary to
 2 the provisions of the Protective Order may subject me to the sanctions of this Court for
 3 contempt and to liability for any damages caused by my breach of the Protective Order.

4 4. I shall not disclose nor permit to be reviewed or copied said Confidential
 5 Materials, or any information derived from, by any person other than the parties and
 6 counsel for the parties or members of their staff.

7 5. Within 30 days after the above-captioned lawsuit ends in a final non-appealable
 8 order, I agree to destroy all Confidential Materials in my possession.

9 6. I agree to submit to the jurisdiction of the United States District Court for the
 10 Central District of California for the purpose of enforcing the terms of this Protective
 11 Order, even if such enforcement proceedings occur after termination of this action. I
 12 hereby appoint _____ [print or type full name] of
 13 _____ [print or type full address and telephone number]
 14 as my California agent for service of process in connection with this action of any
 15 proceedings related to enforcement of this Protective Order.

16 DATED:

17 _____
 Signature

18 _____
 Printed Name

19 _____
 City and State where sworn and sign